

CONTRACT OF PRINCIPAL

THIS AGREEMENT, made on April 5, 2024 by and between the CITY OF LOWELL SCHOOL DISTRICT (hereinafter "LOWELL") and JAIME MOODY (hereinafter "PRINCIPAL").

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

LOWELL hereby employs JAIME MOODY as PRINCIPAL within the public schools of Lowell, and Jaime Moody hereby accepts employment on the following terms and conditions:

2. ASSIGNMENT:

At the inception of this Agreement, PRINCIPAL is hereby assigned to the Butler Middle School. The Superintendent of Schools may reassign or transfer PRINCIPAL to another principalship within the Lowell Public School District at any grade level for which PRINCIPAL is duly qualified.

3. TERM:

PRINCIPAL shall be employed for a three (3) year period commencing July 1, 2024 through June 30, 2027. If the Superintendent fails to notify PRINCIPAL of the non-renewal of this agreement or any subsequent agreement at least sixty (60) days prior to its expiration it shall be automatically renewed for an additional one-year period.

The Superintendent and PRINCIPAL shall meet at least ninety (90) days prior to the expiration date of this Agreement for the purposes of reviewing continuation of the Agreement and to discuss the salary and other terms of the Successor Agreement.

4. COMPENSATION:

a) PRINCIPAL shall be paid an annual salary commencing as of the effective date of this Agreement (July 1, 2024) of ONE HUNDRED FORTY-SIX THOUSAND and 00/100 (\$146,000.00) DOLLARS per year, payable in equal installments in accordance with

the policy of the SCHOOL COMMITTEE OF THE CITY OF LOWELL. The parties hereto agree that the salary stated in this paragraph may be increased during the term of this Agreement upon recommendation of the Superintendent of Schools and approval of such by the Lowell School Committee.

b) The salary stated herein shall not be reduced below the amount received by PRINCIPAL in the previous contract year, provided, however, that PRINCIPAL's salary may be reduced upon her demotion, administrative reorganization, or a transfer to a non-principal position, in the sole discretion of the Superintendent, after providing notice to PRINCIPAL in writing and providing an opportunity to discuss such decision with PRINCIPAL. In such case, the new salary shall be attached as an exhibit to this contract and signed by the Superintendent.

c) For each year of the contract PRINCIPAL shall receive a 3.0% raise effective on July 1 of each year; however, PRINCIPAL will first be first eligible for such raise on July 1, 2025.

d) For each three credit graduate level course taught for the New Teacher Academy/Lowell Program for the City of Lowell School District, PRINCIPAL shall be paid a stipend of \$4,900.00 (with doctorate) upon completion of the course, or \$3,900.00 if he or she has not received a doctorate prior to the start date of the course.

e) If PRINCIPAL performs the duties of a mentor principal at the formal, written request of Superintendent and acceptance of additional duties by PRINCIPAL is in writing, PRINCIPAL shall receive an annual payment of \$3,600.00 for these duties. This request must be done in writing and approved in advance by the Superintendent prior to the commencement of the formal mentoring program. There are no exceptions to this requirement.

f) If PRINCIPAL is requested to work extra days, the request must be done in writing by the Superintendent and accepted in writing by PRINCIPAL. There are no exceptions to this requirement. The request and acceptance must be done in advance of the days worked and list the additional days to be worked, the duties and expectations, and the agreed upon compensation.

5. CONDITIONS OF EMPLOYMENT:

PRINCIPAL shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth as follows:

a.) Medical Insurance: Principals are eligible to receive offerings and insurances offered by the Commonwealth of Massachusetts Group Insurance Commission, including but not limited to the terms and conditions of the Memorandum of Agreement between the

City of Lowell and the Public Employee Committee (PEC), to provide insurance through the group insurance commission as agreed to on or about September 17, 2012. City of Lowell School Committee shall pay 75 percent of the costs of such coverage and the principals shall be responsible for the balance of 25 percent.

b.) Life Insurance: Principals are eligible to receive life insurance in the amount of \$2,000.00. The School Committee of the City of Lowell shall pay 75 percent of the cost of such insurance and the principals shall be responsible for the balance of 25 percent.

c.) Expense Reimbursement: Principals shall be reimbursed for all expenses reasonably incurred in the performance of their duties in accordance with the laws of the Commonwealth of Massachusetts and the policies of the School Committee of the City of Lowell, when approved in advance by the Superintendent of Schools. Whenever required to travel, principals shall be reimbursed at the rate determined in accordance with the applicable travel allowance established by the United States Internal Revenue Code. Principals will also be reimbursed for reasonable expenses (including meals, lodgings, and/or transportation and fees) incurred for attending workshops, seminars, conferences or other professional improvement sessions, which have been approved in advance by the Superintendent of Schools.

d.) Sick Leave: Principals are entitled to twelve (12) days of sick leave annually. This leave shall be permitted to accumulate without limit. If an extension or successor agreement is agreed to in writing, any sick days not used during this contract period will be added to the principal's accumulation of unused sick days for that following school year. Notwithstanding any provision to the contrary, PRINCIPAL will not receive any buy back for any unused sick days on her resignation, retirement, termination or death.

e.) Extended Sick Leave: In addition to regular sick leave, principals who have, by reason of a continuing illness depleted their sick leave allowance, will be eligible for an extended sick leave allowance equal to the number of sick leave days credited to them as of January the First of the year in which the extended sick leave application is filed. In no case, however shall the extended sick leave allowance be greater than 180 days. Eligibility for such extended sick leave allowance shall be determined by a three-member medical panel comprised of one physician selected by the Committee, one physician selected by the applicant, and the third physician selected by the other two physicians first selected. Such medical panel must by a majority vote certify that the illness of the principal is one likely to require a medically approved absence from school duties for a protracted period of time.

f.) Personal Leave: PRINCIPAL is allowed, on a non-cumulative basis, three (3) days of paid personal leave annually. No reason other than "leave for personal reasons" shall be required when requesting this leave. Requests for such leave must be made in writing to the Superintendent of Schools, as soon as possible, and not less than forty-eight (48) hours before the absence occurs, whenever possible. Such leave shall be allowed only when approved by the Superintendent. Personal leave days may only be used during the school

year but not on a day prior to or following a holiday or school vacation. If PRINCIPAL does not use the three personal days during any school year, the unused personal leave days will be added to PRINCIPAL's accumulation of unused sick days.

g.) Bereavement: PRINCIPAL will be allowed leave with pay for up to five (5) days at any one time in the event of death or serious illness in the immediate family. Immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sisters, grandfather, grandmother, of either employee or spouse thereof, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparents, or any relative of the employee or spouse thereof, who was actually living in the immediate household of the employee at the time of death or commencement of the final illness or accident.

h.) Maternity Leave: Principals are eligible for maternity leave upon written request to the Superintendent of Schools accompanied by a physician's certificate attesting to the fact of pregnancy. The effective date of such leave shall be at the discretion of the principal, providing that she has the ability to perform to the fullest all aspects of her job while pregnant. Any dispute as to such ability to so perform will be satisfied by the principal submitting to the Superintendent of Schools a medical certificate attesting to her ability to physically perform her duties. A principal may resume her duties after the termination of pregnancy by providing a physician's certificate indicating that she is physically able to resume her position. This certificate must be submitted to the Superintendent of Schools prior to the principal's return to duty and the Superintendent of Schools may direct the principal to be examined by a physician of her choice to confirm the certification of the principal's physician. Principals may use their sick leave for the eight (8) week period (not to exceed forty (40) school days) following the birth or delivery of the child. Sick leave days may be used outside of the eight-week period in the event of a disability from the pregnancy, birth or delivery. The principal may elect to use a combination of allowable paid and/or unpaid leave to return to work either at the start of the school year following the termination of her pregnancy or at the start of the school year following the child's first birthday. Failure to return to work on the elected date will be deemed as an automatic resignation on part of the principal.

i.) Child Rearing Leave: Principals are eligible to receive up to one-year leave, without pay, for the purpose of either child rearing or adoption. Upon receiving notification of being accepted on an adoption list, PRINCIPAL shall notify the Superintendent of Schools. Upon receiving confirmation of the child's availability, the employee shall notify the Superintendent of Schools of the date. Leave shall commence immediately upon said date. PRINCIPAL may continue health insurance during the period of the leave, but will be responsible for the entire cost of the coverage. PRINCIPAL is not eligible for sick leave benefits while on this leave. In addition to the unpaid leave, a principal who has adopted a child shall be entitled to the same paid leave benefits as set forth in the Maternity Leave policy, above.

k.) Professional Development: Principals are eligible to receive tuition reimbursement of up to \$500 for in-service courses taken in a related field at an accredited college or university of their choice, approved in advance by the Superintendent of Schools. Tuition reimbursement will be paid for courses taken in the fiscal year in which applicable credit is earned and payment will be limited to two courses per fiscal year, upon proof of successful completion of such course(s).

l.) Indemnification: The Lowell School District represents that the City of Lowell is bound by Massachusetts General Laws, chapter 258, sections 9 and 13 in the appropriate case. Massachusetts General Laws, chapter 258, section 9 provides: Public employers may indemnify public employees, and the Commonwealth shall indemnify persons holding office under the constitution, from personal financial loss, all damages and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official or holder of office under the constitution at the time of such intentional tort or such act or omission was acting within the scope of her official duties or employment. No such employee or official, other than a person holding office under the constitution acting within the scope of her official duties or employment, shall be indemnified under this section for violation of any such civil rights if she acted in a grossly negligent, willful, or malicious manner.

Massachusetts General Laws, chapter 258, section 13 provides that the City shall indemnify and save harmless municipal officers, elected and appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of her official duties or employment.

Massachusetts General Laws, chapter 258: section 2 provides principals are not personally liable for negligence while acting within the scope of their employment.

6. DUTIES AND RESPONSIBILITIES:

PRINCIPAL shall be the educational leader and manager of her school and shall supervise the operation and management of her school and school property, subject to the supervision and direction of the Superintendent of Schools. PRINCIPAL shall be responsible, consistent with the Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent of Schools, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent of

Schools and subject to the provisions of Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993. The Superintendent of Schools shall also have final authority, to the extent permitted by law and subject to the Superintendent's review and approval, as to the assignments and transfers of the above listed staff from school to school.

PRINCIPAL shall also faithfully and effectively perform the duties contained in the job description of PRINCIPAL as attached hereto as Appendix A.

PRINCIPAL recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Lowell Public Schools.

7. OTHER ACTIVITIES AND PROFESSIONAL DUTIES:

PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from her duties as PRINCIPAL and PRINCIPAL has received prior approval of the Superintendent of Schools.

8. ANNUAL WORK SCHEDULE:

PRINCIPAL shall report to work ten (10) days prior to Staff Orientation day at the beginning of the school year and five (5) days after the expiration of the teachers' work year as scheduled by the Superintendent of Schools. The work year of PRINCIPAL shall consist of these fifteen (15) days, staff orientation day, teacher professional development days, Election Day, and the number of instructional school days as set forth on the school calendar adopted by the Lowell School Committee. As part of their work year, PRINCIPAL shall work Election Day as a professional development day with staff.

9. PERFORMANCE:

PRINCIPAL shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the PRINCIPAL and the Superintendent of Schools in writing.

10. TERMINATION, DEMOTION, AND SUSPENSIONS:

- a) In the event PRINCIPAL desires to terminate her contract before the term of service shall have expired, she may do so with a least ninety (90) days

written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

b) The Superintendent of Schools may dismiss, demote or suspend PRINCIPAL for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if PRINCIPAL is eligible to elect such procedures by virtue of service for three or more full consecutive years.

i) As used herein, "good cause," shall mean grounds put forth by the Superintendent of Schools which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

c) The Superintendent of Schools may dismiss, demote, or discharge PRINCIPAL who has not worked in the district as such for three full, consecutive years for any reason rationally related to the operation of the district. In such cases PRINCIPAL may not seek review of such decision by filing a demand for arbitration, with any agencies. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to a determination of damages under the contract.

11. EVALUATION:

The Superintendent of Schools shall evaluate the performance of PRINCIPAL annually based upon 1) the duties and responsibilities contained in PRINCIPAL's job description attached hereto; 2) as presented and called for under Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Lowell School Committee; 4) as contained in the policies and directives of the Superintendent of Schools; and 5) the annual school improvement goals mutually agreed upon by PRINCIPAL and the Superintendent of Schools. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

12. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the CITY OF LOWELL SCHOOL DISTRICT and PRINCIPAL and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment, signed by the party against whom enforcement thereof is sought. It is agreed by the parties that the terms of this contract shall not become effective until after it is "APPROVED AS TO FORM."

13. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

14. APPLICABLE LAW:


This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof on April 5, 2024.


PRINCIPAL


Jaime Moody

FOR THE LOWELL PUBLIC SCHOOLS


William Skinner
Superintendent of Schools

APPROVED AS TO FORM:


Corey F. Williams
City Solicitor

Date: July 22, 2024

SUPERVISING PRINCIPAL

This job posting is closed.

Job Posting Information

Posting ID: POS20150307000002

Posting Start Date: 3/12/2015

Name: SUPERVISING PRINCIPAL

Posting End Date: 4/5/2015

Location: Butler Middle School

Overview: DUTIES AND RESPONSIBILITIES

The PRINCIPAL shall be the educational leader and manager of the school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with district personnel policies and budgetary restrictions and subject to the approval of the Superintendent for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L. Chapter 71 as amended by the Education Reform Act of 1993.

The PRINCIPAL shall work with the Superintendent, the Staff and School Site Council to develop and implement the distinctive educational "schools of choice" mission (theme) of the school, including the school's educational organization, staffing pattern and parent involvement mechanisms.

The PRINCIPAL shall faithfully and effectively perform such duties and responsibilities as called for by:

- M.G.L., Chapter 71 (amended by the Education Reform Act of 1993)
- Policies of the Lowell School Committee
- Directives of the Superintendent of Schools or his designees
- The school's annual School Improvement Goals
- The regulations and requirements of grants, special or mandated programs

The PRINCIPAL shall:

- Assume responsibility for insuring high level learning for all students
- Maintain safe, orderly and welcoming school environment
- Promote participatory decision-making including staff, parents, community and students
- Develop school improvement goals designed to effect improved student outcomes
- Assure equity and inclusion for all students
- Evaluate and modify curriculum and extra curriculum activities on an ongoing basis
- Evaluate staff and promote professional development
- Continually assess and maintain adequate and appropriate educational materials (textbooks, supplies, equipment)
- Maintain clear and effective communications
- Perform all such tasks as the Superintendent may deem necessary to carry out the duties and responsibilities listed above.

PHILOSOPHY

In order for our nation to survive economically and competitively in the marketplace, we must ensure our status as the technological leaders of the world.

Today's school children, tomorrow's leaders and innovators, must gain an in-depth understanding of the importance of technology. By studying and exploring the historical significance of technological advancements, students will discover the relevance and impact that these advancements had on the progress of humanity and strength of our nation.

Our modern society is being completely transformed by technological innovations. The Butler School of Technology will join this revolution by preparing students to think inquiringly, creatively, and critically while utilizing the latest developments in educational theory and multi-media instruction will augment a relevant, hands-on opportunity to reinforce and apply newly acquired skills.

To assist us in meeting this challenge, the Butler School of Technology will enlist the active support and commitment of parents, businesses and community resources. These partnerships will enhance our efforts in guiding and preparing Butler School students for life in the twenty-first century.

STAFF GOALS

DEFINITION:

- Teachers/Specialists refer to: Classroom, computer/technology, interdisciplinary thematic, Special projects, Special ed. Title I, Bilingual, Foreign Language, Music, Art, Home Ec. Technology Ed, Physical Ed, Health, Speech, Language, and any other supportive instructional staff.
- Teachers will foster a positive school climate for students and colleagues through cooperation, collaboration, shared decision-making, and mutual respect. A commitment to work in teams is essential.
- Teachers will develop and implement a thematic interdisciplinary, technology enhanced, hands-on curriculum to meet the needs of students.
- Teachers will participate in regularly scheduled, after school, professional and curriculum development sessions throughout the school year. With proper notification and input from, some Saturday and summer sessions may be scheduled. Appropriate compensation, as determined by collective bargaining agreements, will be provided for staff in attendance. Teachers will be expected to serve on various committees in an equitable fashion.
- Teachers will attend staff development training sessions on the use and applications of the latest educational technology and will apply strategies in their instruction. Sessions will be scheduled in accordance with staff input.
- Teachers will adopt a Middle school philosophy and approach in areas such as interdisciplinary teaching teams, flexible scheduling and curriculum. They will also participate in common planning time during the school day, exclusive of, and in addition to, the regular prep time as provided for in the Unit A contract. There will be a uniform time schedule for all staff and students in grades 5 through 8.
- Teachers will support, develop, and utilize innovative strategies such as team teaching, cooperative learning, peer tutoring, and / or other strategies that the teams determine appropriate to meet student's needs.
- Teachers should be willing to participate in after school academic and non-academic extra-curricular activities such as science, computer, and math clubs, drama clubs, sports, chorus, tutoring, and other student-centered activities, with appropriate compensation as determined by collective bargaining agreements. Teachers will be expected to participate in these activities in an equitable fashion.